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6 Attorneys for Creditor  
7 Starch Concrete, Inc.

8 THE UNITED STATES BANKRUPTCY COURT

9 THE NORTHERN DISTRICT OF CALIFORNIA—SAN FRANCISCO

10 In re: ) CASE NO: 19-30088 (DM)  
11 PG&E CORPORATION, )  
12 —and— ) Chapter 11  
13 PACIFIC GAS AND ELECTRIC COMPANY, ) (Lead Case)  
14 Debtors. ) (Jointly Administered with Case No. 10-  
15  Affects PG&E Corporation ) 30089 DM)  
16  Affects Pacific Gas and Electric )  
17 Company )  
18  Affects both Debtors )  
19 \* All papers shall be filed in the Lead Case, )  
No. 19-30088 (DM) )  
19 )

20  
21 **TO THE HONORABLE DENNIS MONTALI, THE CLERK OF THE BANKRUPTCY**  
22 **COURT, THE DEBTOR(S), THE TRUSTEE, AND ALL OTHER INTERESTED PARTIES**  
23 **AND THEIR ATTORNEYS-OF-RECORD IN THIS PROCEEDING:**

24 Under 11 U.S.C. sections 362(b)(3) and 546(b), Starch Concrete Inc. ("Starch")  
25 provides notice of its perfection of, maintenance, and continuation of perfection of and  
26 intention to enforce to the fullest extent permitted by applicable law, see e.g., Civil Code  
27 section 8400 *et seq.*, Starch's duly-recorded mechanic's lien for labor, equipment,  
28 material, and services by Starch to Pacific Gas and Electric Company as more fully

1 described in the attached **Exhibit A**. See *Village Nurseries v. Gould (In re Baldwin*  
2 *Builders)*, 232 B.R. 406 (B.A.P. 9th Cir. 1999); *Village Nurseries v. Greenbaum*, 101  
3 Cal.App.4th 26 (2002); *Pioneer Construction, Inc. v. Global Investment Corp.*, 202  
4 Cal.App.4th 161 (2011).

5 Please take further notice that Starch intends to enforce its lien(s) to the fullest  
6 extent allowed by bankruptcy and California state law. The filing of this notice shall not be  
7 construed as an admission that such filing is required under the Bankruptcy Code, the  
8 California mechanics' lien law, or any other applicable law. In addition, Starch does not  
9 make any admission of fact or law, and Starch asserts the seniority and efficacy of its lien  
10 against entities that may have acquired rights or interests in the Property previously.

11 Please take further notice that the filing of this notice shall not be deemed a waiver  
12 of Starch's right to seek relief from the automatic stay to foreclose its mechanics lien  
13 and/or a waiver of any other rights or defenses.

14 This notice is in addition to, and not in lieu of, Starch's rights and intention to  
15 enforce its lien to the fullest extent permitted by law and/or amend or supplement this  
16 notice. Starch reserves all rights.

17 DATED: August 10, 2020

**Respectfully submitted,**

18  
19 By: /S/ Eli Underwood  
20 ELI UNDERWOOD  
21 **KROGH & DECKER, LLP**  
22 Attorneys for Starch Concrete, Inc.  
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# EXHIBIT "A"

Recording Requested By:

Cathy Luong

When Recorded Mail To Claimant at:

Name      Starch Concrete, Inc.  
Street      1130 Iron Point Road, Suite 140  
Address  
City &      Folsom, CA 95630  
State, Zip

Recorded In Official Records of Solano County

**Marc C. Tonnesen**  
Assessor/Recorder  
STARCH CONCRETE INC

3/11/2019  
2:23:08 PM  
AR21  
63

Doc # **201900013519**



Titles	1	Pages	3
Fees		\$29.00	
Taxes		\$0.00	
Other		\$75.00	
Paid		\$104.00	

SPACE ABOVE THIS LINE FOR RECORDERS USE

## CLAIM OF MECHANICS LIEN

(CA Civil Code § 8400 et seq)

THE UNDERSIGNED CLAIMANT, Starch Concrete, Inc. (correct full name as on contractor's license, if applicable or records of Secretary of State), CLAIMS A LIEN FOR LABOR, SERVICES, EQUIPMENT, AND/OR MATERIALS UNDER CALIFORNIA CIVIL CODE SECTION 8416 ET SEQ., UPON THE PREMISES HEREINAFTER DESCRIBED, AND UPON EVERY ESTATE OR INTEREST IN SUCH STRUCTURES, IMPROVEMENTS AND PREMISES HELD BY ANY PARTY HOLDING ANY ESTATE THEREIN.

THE LABOR, SERVICES, EQUIPMENT, AND/OR MATERIALS, WERE FURNISHED FOR THE CONSTRUCTION OF THOSE CERTAIN BUILDINGS, IMPROVEMENTS, OR STRUCTURES, NOW UPON THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF Solano STATE OF CALIFORNIA, SAID LAND DESCRIBED AS FOLLOWS:

Address: 4940 Allison Parkway, Vacaville, CA 95668

and/or Sufficient Description: PG&E VCOC Building 1 - Project #171107

THE MECHANICS LIEN IS CLAIMED FOR THE FOLLOWING GENERALLY DESCRIBED WORK, LABOR, SERVICES, EQUIPMENT OR MATERIALS:

Description: Concrete  
\_\_\_\_\_

THE SUM OF \$ 43,013.20, TOGETHER WITH INTEREST THEREON AT THE RATE OF 2 PERCENT PER Annum FROM January 18, 2019 (date when balance became due), IS DUE CLAIMANT, AFTER DEDUCTING ALL JUST CREDITS AND OFFSETS, FOR THE LABOR, SERVICES, EQUIPMENT, AND/OR MATERIALS FURNISHED BY CLAIMANT.

CLAIMANT FURNISHED THE LABOR, SERVICES, EQUIPMENT, AND/OR MATERIALS, AT THE REQUEST OF, OR UNDER CONTRACT WITH:

Name: Turner Construction Company

Address: 2500 Venture Oaks Way, Suite 200 Sacramento, CA 95833

THE OWNER(S) OR REPUTED OWNER(S) OF SAID PREMISES IS/ARE:

Name: Pacific Gas & Electric Company

Address: 245 Market Street, San Francisco, CA 94111

DATE: 3/6/2019

NAME OF CLAIMANT: Cathy Luong

BY: Cathy Luong  
(Signature of Claimant or Authorized Agent)

## VERIFICATION

I, James Mann, state: I am the President ("Owner of", "President of", "Authorized Agent of", "Partner of", etc.) the claimant named in the foregoing Mechanics Lien. I have read said Mechanics Lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2019 (date), at Folsom (City), CA (State).

JM  
(Signature of Claimant or Authorized Agent)

## NOTICE OF MECHANICS LIEN

### ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the Mechanics Lien is released.

**BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEBSITE AT [www.cslb.ca.gov](http://www.cslb.ca.gov).**